

This Instrument was Prepared by:  
Shannon E. Price, Esq.  
Kudulis, Reisinger & Price, LLC  
P.O. Box 653  
Birmingham, AL 35201

20180110000011080  
01/10/2018 03:47:42 PM  
DEEDS 1/4

Send Tax Notice To: Mark A. Hereford  
Tracy Hereford  
3508 Shandwick Place  
Birmingham, AL 35242

## WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

State of Alabama  
Shelby County

} Know All Men by These Presents:

That in consideration of the sum of **Five Hundred Ten Thousand Dollars and No Cents (\$510,000.00)**, **the amount of which can be verified in the Sales Contract between the parties hereto**, to the undersigned Grantor or Grantors in hand paid by the Grantees herein, the receipt whereof is acknowledged, we, **George W. Riddle Jr. and Mary P. Riddle, husband and wife, whose mailing address is 35 Valley View Drive, Indian Springs, AL 35124** (herein referred to as Grantors), do grant, bargain, sell and convey unto **Mark A. Hereford and Tracy Hereford, whose mailing address is 3508 Shandwick Place, Birmingham, AL 35242** (herein referred to as Grantees), for and during their joint lives as tenants and upon the death of either of them then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in Shelby, County, Alabama, **the address of which is 3508 Shandwick Place, Birmingham, AL 35242**; to wit;

LOT 124, ACCORDING TO THE SURVEY OF GREYSTONE - 1ST SECTOR, 1ST PHASE AS RECORDED IN MAP BOOK 14, PAGE 91 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

TOGETHER WITH THE NON-EXCLUSIVE EASEMENTS TO USE THE PRIVATE ROADWAYS, COMMON AREAS AND HUGH DANIEL DRIVE, ALL AS MORE PARTICULARLY DESCRIBED IN THE GREYSTONE RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS DATED NOVEMBER 6, 1990, AND RECORDED IN REAL 317, PAGE 260, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND ALL AMENDMENTS THERETO.

\$453,100.00 of the Purchase Price is being paid by a Mortgage being recorded simultaneously herewith.

**Property may be subject to all covenants restrictions, regulations, conditions, easements, liens, set back lines, and other rights of whatever nature, recorded, and/or unrecorded.**

**Subject to:**

All taxes for the year 2018 and subsequent years, not yet due and payable.

Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting title that would be disclosed by an accurate and complete survey of the land.

Rights or claims of parties in possession not shown by the public records.

Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law, and not shown by the public records.

Such state of facts as shown on subdivision plat recorded in Plat Book 14, Page 91 A & B.

Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records.

Easement or other uses of the Land not visible from the surface, or easements or claims of easements, not shown by the public records.

Building lines, right of ways, easements, restrictions, reservations and conditions, if any, as recorded in Map Book 14, Page 91 A & B.

10' easement in rear of said lot as as shown on recorded plat/map.

Subject to Covenants, conditions and restrictions (deleting therefrom, any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, family status or national origin) as set forth in the document recorded in Book 317, Page 260; 1st amendment filed in Book 346, page 913; 2nd amendment filed in Book 378, page 950; 3rd amendment filed in Book 397, page 958 in the Probate Office of Shelby County, Alabama.

Minimum square footage requirements and building setback lines, pursuant to the terms of the Declaration of Covenants, Conditions and Restrictions recorded in Real 317, Page 260, as amended and further amended by Real 357, page 260 and in Map Book 14, page 91 A & B.

Public utility easements as shown by recorded plat, including a 10 foot on the rear of property.

*George W. Riddle Jr.*

Greystone Residential Declaration of Covenants, Conditions and Restrictions, as set out in instrument recorded in Real 317, page 260, amended by Affidavit recorded in Real 319, page 235, and further amended by 1st Amendment to Greystone Residential Declaration of Covenants, Conditions and Restrictions recorded in Real 346, page 942, 2nd Amendment as recorded in Real 378, page 904, 3rd Amendment as recorded in Real 397, page 958 and further amended by Real 357, page 360.

Amended and Restated Restrictive Covenants as set out in instrument recorded in Real 265, page 96.

Transmission Line Permits to Alabama Power Company recorded in Deed Book 109, page 505; Deed Book 112, page 517; and Deed Book 305, page 637.

Rights of others to use of Hugh Daniel Drive and Greystone Drive, as described in instrument recorded in Deed Book 301, page 799.

Covenant and Agreement for Water Service, as set out in instrument recorded in Real 235, page 574.

Reciprocal Easement Agreement pertaining to access and roadway easements, as set out in Real 312, page 274, and as amended by Real 317, page 253.

Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 4, page 486; Deed Book 127, page 240; and Deed Book 60, page 260.

Agreement with Alabama Power Company in regards to underground cables as set out in Real 333, page 138.

Agreement between Daniel Oak Mountain Limited Partnership, an Alabama Limited Partnership and Shelby Cable, Inc. recorded in Real 350, page 545.

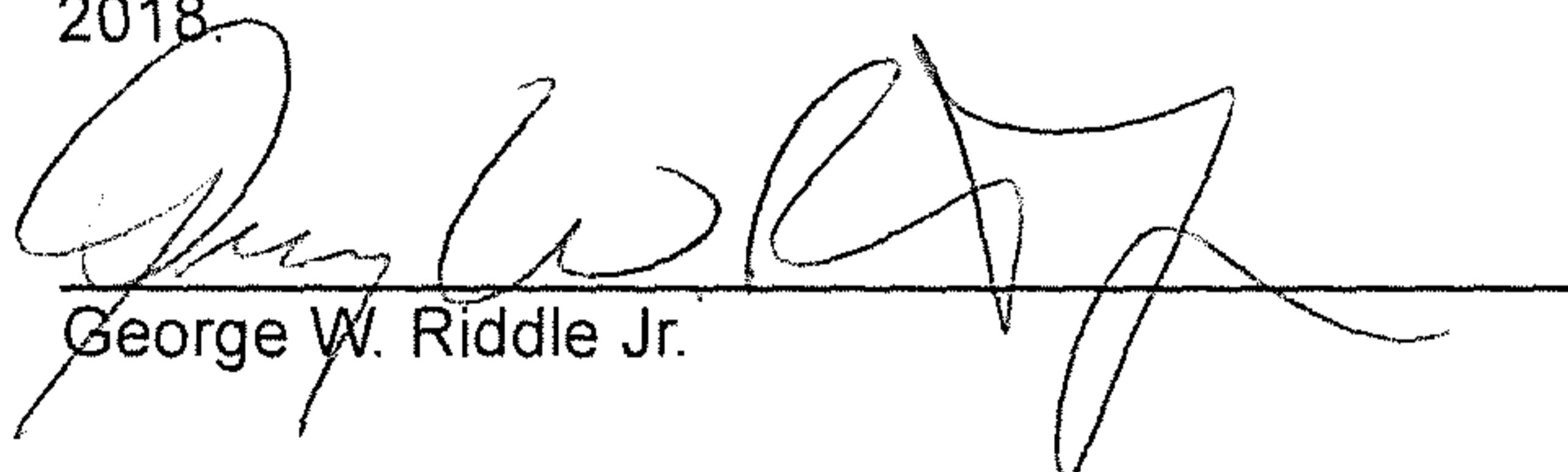
Release of damages as set out in Greystone Residential Declaration of Covenants, Conditions and Restrictions recorded in Real 317, page 260 as amended and in the deed from Daniel Oak Mountain Limited Partnership recorded in Real 357, page 360.

Covenant releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by instrument recorded in Map Book 14, page .91 A & B.

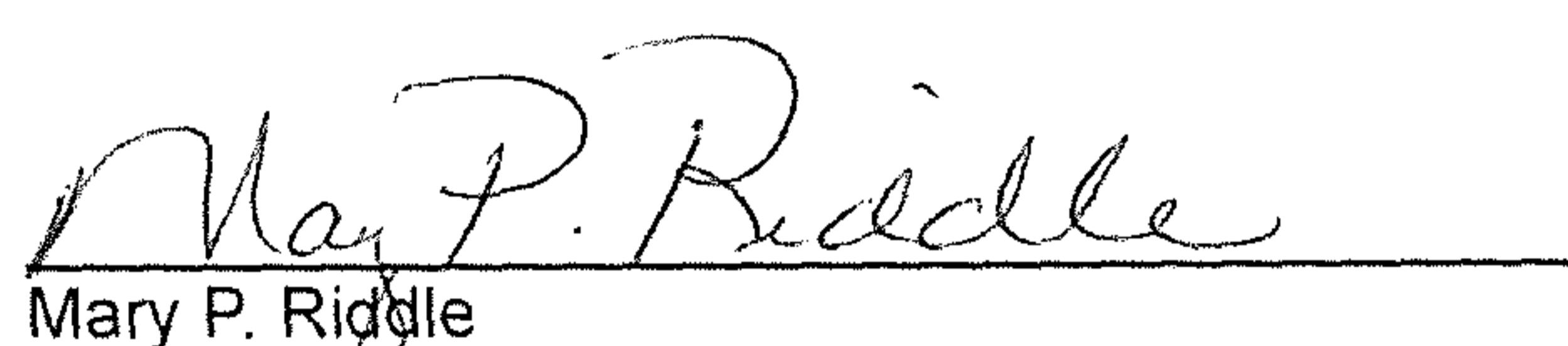
TO HAVE AND TO HOLD, Unto the said Grantees as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of parties to this conveyance, that (unless the joint tenancy hereby created is served or terminated during the joint lives of the Grantees herein) in the event one Grantee herein survives the other, the entire interest in fee simple shall pass to the surviving Grantee, and if one does not survive the other, then the heirs and assigns of the Grantees herein shall take as tenants in common.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said Grantees, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said Grantees, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this 9th day of January, 2018.



George W. Riddle Jr.



Mary P. Riddle

State of Alabama

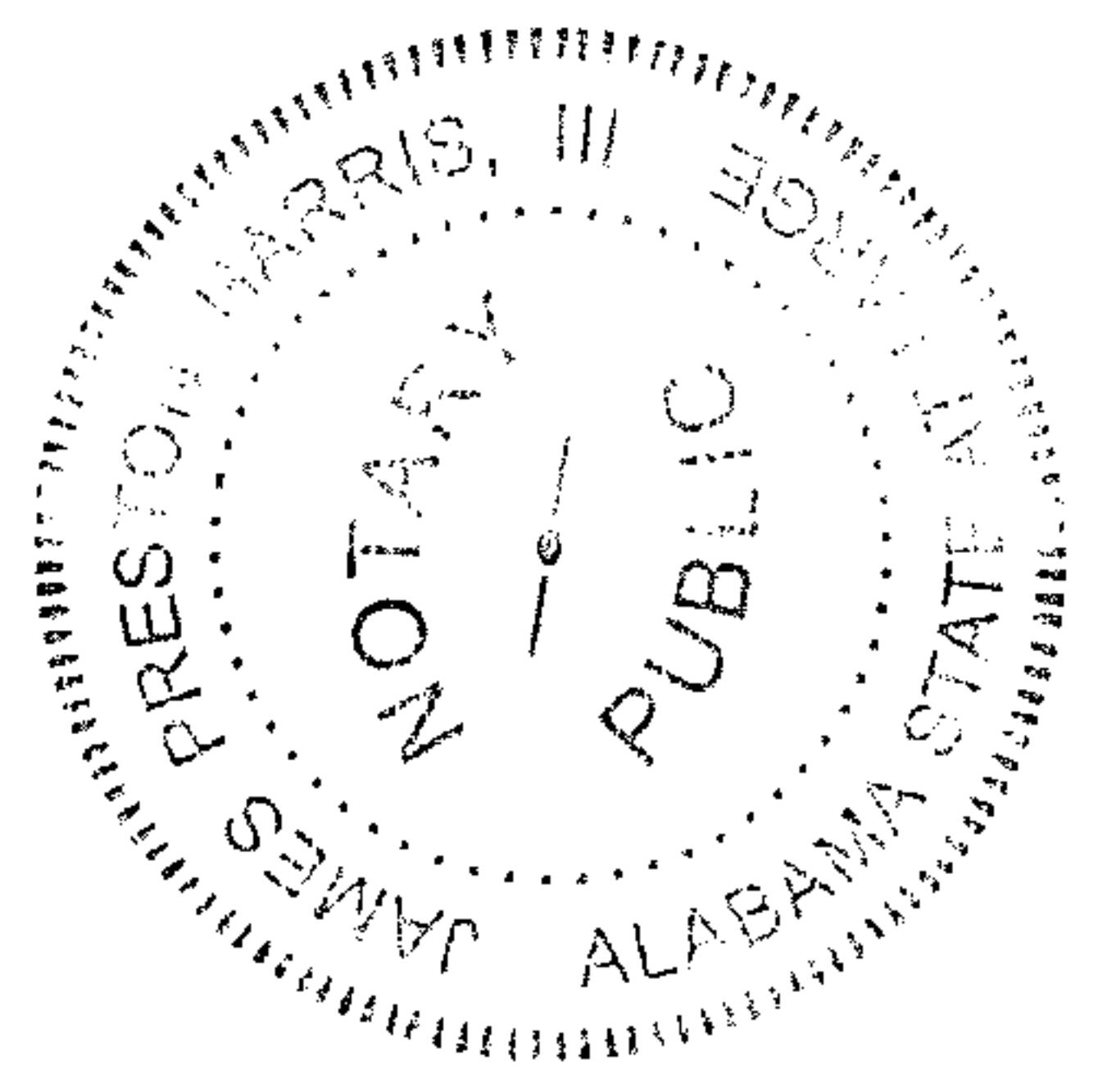
Jefferson County

} General Acknowledgment

I, the undersigned authority, a Notary Public in and for the said County, in said State, hereby certify that George W. Riddle Jr. and Mary P. Riddle, husband and wife whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 9th day of January, 2018.

*Anna Prest Harris III*  
Notary Public, State of Alabama  
the undersigned authority  
Printed Name of Notary  
My Commission Expires: 07/21/2018



20180110000011080 01/10/2018 03:47:42 PM DEEDS 3/4

*Anna MPR*

## Real Estate Sales Validation Form

**This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1**

Grantor's Name George W. Riddle Jr.  
Mary P. Riddle  
Mailing Address 35 Valley View Drive  
Indian Springs, AL 35124

Grantee's Name Mark A. Hereford  
Tracy Hereford  
Mailing Address 3508 Shandwick Place  
Birmingham, AL 35242

Property Address 3508 Shandwick Place  
Birmingham, AL 35242

Date of Sale January 09, 2018  
Total Purchase Price \$510,000.00  
or  
Actual Value \_\_\_\_\_

**20180110000011080 01/10/2018 03:47:42 PM DEEDS 4/4 or  
Assessor's Market Value**

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

Bill of Sale  
 Sales Contract  
 Closing Statement

Appraisal  
 Other

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

### Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser of the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date January 08, 2018

Print George W. Riddle Jr.

Unattested

Sign

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
01/10/2018 03:47:42 PM  
\$81.00 CHERRY  
20180110000011080